

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS**



**LOCAL 68-68A-68B, AFL-CIO**

**AND**

**HUNTERDON COUNTY EDUCATIONAL  
SERVICES COMMISSION**

**Site: Morristown Terminal, NJ**

**JULY 1, 2010 – JUNE 30, 2013**

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AGREEMENT reached this 1<sup>st</sup> day of July 2010 by and between HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION, 51 Saw Mill Road, Lebanon, NJ 08833 (hereinafter referred to as the "Employer") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, affiliated with the AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006 (hereinafter referred to as "Union").

#### ARTICLE I - RECOGNITION

The Hunterdon County Educational Services Commission (HCESC) recognizes Local 68 (Union) as the majority representative for all regularly employed hourly part-time bus drivers and bus monitors of the HCESC (Commission and/or Board of Directors) assigned to the Morristown facility. The parties understand that employees work for HCESC and may be assigned to any district that falls under the jurisdiction of the HCESC Morristown Management Office.

This contract is the governing document between the parties for the unit represented, with the understanding that any mandatory legal requirements not otherwise governed by this document also apply to employees.

#### ARTICLE II - EMPLOYMENT AND UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on or after the ninetieth (90th) day following the effective date hereof, or their hire date, whichever is later, become members in good standing. In the event any employee fails to comply with the requirements of this Section to the extent of tendering customary dues and initiation fees, the Employer shall

summarily discharge that employee upon receipt of written demand therefore from the Union. The ninety (90) day period during which new employees are not obligated to become members of the Union shall be designated as a trial or probationary period for the benefit of the Employer, during which period the Employer has the right to discharge said employee with or without cause, and neither the probationary employee nor the Union shall have any recourse to the grievance and arbitration procedure set forth herein. Probationary employees shall not be covered by this Agreement nor derive any benefits thereof.

1a. If a member of the bargaining unit covered under the terms and conditions of this Agreement does not become a member of Local 68, said employee will be required to pay a representation fee to the Union in accordance with PERC rules and regulations.

2. Whenever additional employees are required, the Employer shall notify the Union and the Union shall assist the Employer in obtaining qualified and competent employees, nothing herein contained shall preclude the Employer from employing workers on the open market. Whenever an employee is hired or rehired, the Employer shall, within thirty (30) days, notify the Union in writing of the name and address of said employee.

3. The Union agrees to furnish the Employer with a memorandum showing the amount of dues payable as members of the Union by each of the employees covered by this Agreement. Likewise, the Union agrees to furnish the Employer with a memorandum showing the amount of initiation fees, if any, payable by each new member covered by this Agreement. Upon receipt of a signed authorization from the employee, the Employer agrees to deduct dues and initiation fees from the wages and salaries of the respective employees pursuant to the aforesaid memoranda. Such written authorization shall be irrevocable for successive one (1) year periods consistent with and coincident to the periods or dates of succeeding collective bargaining

agreements between the parties hereto. Notwithstanding the foregoing, if any employee notifies the Employer and Union in writing fifteen (15) days before the expiration of the time periods stated above of his wish to revoke its authority, the same shall be honored.

4. The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities, and disputes arising out of or by reason of action taken or not taken by the Employer for the purpose of complying with Section 3 of this Article.

5. If the Employer fails to remit deducted share fees, initiation fees, dues or contributions to the Union or the Funds as applicable, after thirty (30) days of the fifteenth of the month following their deduction, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the delinquency violates this Agreement, the Arbitrator may award interest, at the prime rate, for the period that the delinquent amounts remained outstanding and may award the Union costs of the arbitration. As a condition to the Union's proceeding directly to arbitration in the above manner, the Union must serve the Human Resources Department with at least fourteen (14) days written notice, via certified mail, of the delinquent fair share fees, initiation fees, dues or contributions after the above time period has passed.

6. Payroll deductions for new member initiation fees shall be made at the rate of twenty-five dollars (\$25.00) per pay period. These deductions shall continue until the initiation fee is paid in full. The HCESC will remit this fee along with any Union dues by the fifteenth (15) of the following month.

### ARTICLE III - SAVINGS CLAUSE

If any clause of this Agreement or portion thereof is found to be illegal or invalid, the remainder of the clause or provision shall remain unaffected, and all other provisions of the contract shall remain in full force and effect.

#### ARTICLE IV - DISCRIMINATION

There shall be no discrimination against any employee because of Union membership or lawful Union activity or because of race, color, sex, creed or national origin.

The parties recognize and agree to comply with all Equal Employment Opportunities and Affirmative Action requirements of the State of New Jersey.

#### ARTICLE V - GRIEVANCE PROCEDURE

A. If any employee has a problem or complaint, he or she shall discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to the Article.

B. For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the HCESC and the Union, or between the HCESC and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted, shall be waived. Grievance will be handled according to the procedure set forth below.

D. The grievance shall be submitted by the aggrieved employee or shop steward to the Transportation Coordinator in writing on a form to be provided by the Union. The HCESC will provide copies of the grievance for the Aggrieved and for the Union.

##### STEP 1:

The employee and the Union official (if the employee so desires) may meet with the Transportation Coordinator for the purpose of discussing the grievance. The Transportation Coordinator shall give his reply within ten (10) working days

following presentation of the grievance. If the grievance is not settled at Step 1, the grievance, within five (5) working days, may be referred to Step 2.

**STEP 2:**

The aggrieved employee and a Union official (if the employee so desires) may meet with the Superintendent or his/her designee for the purpose of discussing the grievance. The Superintendent or his/her designee shall give his reply within ten (10) working days following the meeting.

**STEP 3:**

If the aggrieved employee is dissatisfied with the response of the Superintendent or his/her designee, then the employee may within five (5) working days submit the grievance in writing to the Board of Directors. The Board of Directors shall consider the grievance no later than the second Board meeting after receipt and will reply within ten (10) working days, in writing after receipt of the grievance.

**STEP 4 - ARBITRATION:**

In the event that the employee is dissatisfied with the determination of the Board of Directors, the Union shall have the right to submit the grievance to The American Arbitration Association for binding arbitration. Selection of the Arbitrator shall be from a list to be supplied by the American Arbitration Association and selection is to be made by the rules and Regulations of said Board. The decision of the Arbitrator shall be final and binding on the parties. The request for arbitration shall be made no later than twenty (20) working days following the determination of the HCESC Board of Directors. Failure to file within said time period shall constitute a bar to such arbitration unless the Union and the HCESC shall mutually agree upon a longer time period within which to assert such a demand. In the event of arbitration, the costs of the Arbitrator's services shall be shared equally by the Union and the HCESC.

## ARTICLE VI - BUSINESS REPRESENTATIVE

An authorized representative of the Union shall have access at reasonable times during working hours to the Employer's premises. Representatives who are not employees shall be subject to all regulations of the Employer. Such visits shall not interfere with the work of any employee or the operation of the facility of any department thereof.

## ARTICLE VII - SALARY

All rates have a 1 1/2 % increase in the last two years

CDL Start Rate \$15.00

2011-2012 \$15.23

2012-2013 \$15.46

Monitor rate/Other Duties start rate \$9.00

2011-2012 \$9.14

2012-2013 \$9.28

Driver Charter Run Rate

2010-2011 \$14.00

2011-2012 \$14.21

2012-2013 \$14.42

Other Duties for drivers (meetings, maintenance, training, etc.)

2010-2011 \$11.00

2011-2012 \$11.17

2012-2013 \$11.34

July 1, 2010	2.5% increase to hourly rates
July 1, 2011	2.5% increase to hourly rates
July 1, 2012	2.5% increase to hourly rates

In order to receive the yearly increase in July, an employee must be employed by December 31 of the previous year.

Existing employee schedule see schedule "A"

#### ARTICLE VIII - BEREAVEMENT LEAVE

Employees shall receive three (3) paid days within five (5) calendar days of the date of death of an employee's immediate family. The member of the immediate family shall include domestic partner, parent, parent substitute, step-parent, spouse, child, and step-child. A parent substitute bereavement day shall be taken in lieu of a bereavement day for a parent. Employees shall receive one (1) paid day for a grandchild. In the event the services require travel over 250 miles the employee will be granted 2 additional unpaid days for travel. Employee must submit proof of death and the Absence Report Form immediately upon returning to work.

#### ARTICLE IX - PAID TIME OFF

##### ALL POSITIONS:

##### Sick & Personal Days

All employees shall receive PTO days based on the following schedule:

After completion of the 90-day probationary period	1 day
After completion of September 1 in the year following year of hire	2 days
After completion of September 1 of 2 <sup>nd</sup> year	2 days
After completion of September 1 of 3, 4 & 5 years	3 days
After completion of September 1 of 6 years and subsequent years	4 days

If an employee is calling in sick they MUST notify the office of their absence between the hours of 5:00 am - 5:30 am for morning duties and between 12:00 pm (noon) - 12:30 pm for afternoon duties. Call: 973-359-9834

PTO days can be taken in half (1/2) day increments with prior notification. Unused PTO time will be paid out to employees at the end of the year. (June 30) PTO time will be based on the minimum or the average wages of the previous 8 weeks whichever is greater.

3 days notice is required to use PTO time.

PTO time cannot be used the day before or the day after a holiday, unless a doctor's note is provided or prior written approval is obtained from a supervisor. Employees who no show, no call will be docked a days' pay. PTO cannot be used for these days and disciplinary action may be taken. Half day PTO is based on half of the total minimum hours as set forth in this Agreement.

If an absence consists of three (3) working days, it is the employee's responsibility to present to the supervisor a doctor's note that certifies the employee's ability to return to active duty.

If an absence is to consist of more than three (3) working days, it is the employee's responsibility to immediately notify the Supervisor. The Supervisor will then notify the Human Resources Department so that Family Medical Leave Act's Health Care Certification forms can be sent to the employee.

\*\*Compliance with law – FMLA – 3 days.

If the employee is confined without access or availability of a phone, the HCESC will accept a call from a family member.

In order to return to work after three (3) day absence:

The employee must provide a Doctor's note to return to work, after three (3) working days of absence.

### Procedures for Calling In When Absent

#### No Call / No Show

It is the employee's responsibility to speak with a supervisor by 5:30 a.m. for morning call out every day the employee is absent. If an employee fails to report an absence and is out three (3) consecutive days, HCESC will consider the absence job abandonment and grounds for termination. Call: 973-359-9834

1 <sup>st</sup> infraction	a written warning will be issued and signed receipt of the warning.
2 <sup>nd</sup> infraction	3 day suspension without pay
3 <sup>rd</sup> infraction	Termination

### ARTICLE X - HOLIDAY PAY

There shall be one (1) paid holiday December 25th, paid at the minimum hours set in Article XVI. If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on a Sunday the following Monday will be observed as the holiday. The date used in reference in this paragraph is December 25<sup>th</sup>. Employees working on December 25<sup>th</sup> or on the day when it is observed, will be paid time and a half for all hours worked in addition to the holiday pay.

### ARTICLE XI - RIGHTS OF THE BOARD

There is reserved exclusivity to the Board all responsibilities, powers rights and authority expressly or inherently vested in it by the laws and constitution of New Jersey and of the United States, excepting where expressly and in specific terms limited by provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and

responsibilities of employees and their conditions, which are not inconsistent with this Agreement.

In addition to the rights otherwise described herein, the Board specifically reserves, but is not limited to, the following rights and authority:

- A. To supervise the employees of the school district
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.

## ARTICLE XII - CHARTERS, LATE RUNS, SUMMER WORK AND SPECIAL RUNS

Charters: A charter is a request from a public or non-public school for a vehicle to transport students and school personnel to and from an extra-curricular activity. This may include sporting events, student group trips to outside activities, taking students home after a school dance, and drop-offs and pick-ups for various activities.

A charter may run over several days as a repeat. An example would be to pick-up a swim team and take them to an early morning practice facility for 5 days. Due to logistics one driver would be assigned this type of charter to eliminate mistakes.

Full-time charter drivers get first choice. Seniority of full-time charter drivers prevails on the list. The exception is availability. If a regular school route interferes with the charter route and timing, the driver cannot request the charter unless special arrangements are agreed to and can be accommodated by dispatch.

Charters are offered in the order they are received. If a driver is offered, and does not or cannot do the charter, it is offered to the next driver on the list. If a driver refuses three (3) charters in a row (documents required) then this driver can be dropped from the list until the next sign up date. A driver can elect to request removal from the list at any time. If a shortage of drivers arises a new special signup sheet may be posted for five (5) business days.

Special Runs: A special run is a one-time event during the school year. We have an event in South Jersey that lasts for one week. Drivers stay in a hotel for the week in order to provide the service. A special sign-up sheet is provided for the event. Drivers who have done this specific event in the past get the right of first refusal. Note: the location coordinator for this work must qualify a driver. Qualifications consists of good communication skills, safe driving (no accidents), no issues in record such as tardiness, oversleeping, no call / no show, able to work up to 14 hours (with breaks) a day, the ability to follow detailed instructions, must be of good character and standing, and able to work with other drivers.

A second type of special run is transporting vehicles to and from outside repair suppliers. This arises daily. Dispatch posts a list for 5 days for sign up. Any driver available who wants this type of run can be dispatched immediately. This includes emergencies such as swap-out of a vehicle that was in an accident, or a road break-down.

Late runs: A late run provides transportation after a normal school day. We bid on this type of work during the school year. If we win this work, a sign-up sheet is posted until all the runs are covered including extra/spare back-up driver positions. In the event a driver does not want, or cannot do the run, then the run falls to the next spare back-up driver.

Summer work: Summer work is a separate contract from the normal school year. Summer work starts the last day of school and ends when the assigned route terminates.

A sign-up sheet is posted for summer work for 15 days around April/May.

1. Summer work includes routes and charters.
2. Work offered to drivers based on seniority for new work.
3. Repeat routes are offered to the driver who had it the previous year. If a repeat route becomes open, it is advertised to all drivers on the list. Senior driver gets the right of first refusal.

During summer work some routes require a park out. A "park-out" is a vehicle that is parked at the driver's home or another terminal. This is due to the route start point being near the driver's home or alternate location, which reduces time and miles off the route. The route is offered first to the driver who lives near the starting point. In the event the nearest driver does not want to do this route it is advertised to the other drivers on the list.

If a driver is assigned a route for the summer and it is terminated early with no other work available, then only that driver can collect unemployment for the canceled part of his/her contract. This driver cannot bump a different driver off their assigned summer route.

### ARTICLE XIII - INSURANCE

Employees may select any of the medical insurance options offered by the HCESC. The HCESC shall contribute towards the premium cost for the medical insurance option selected by the employee as follows.

After completion of 6 months	\$ 3.00/week
After completion of September 1 in the year following year of hire	\$ 3.00/week
After completion of September 1 of the 2 <sup>nd</sup> year	\$ 7.00/week

After completion of September 1 of the 3 <sup>rd</sup> year	\$ 9.50/week
After completion of September 1 of the 4 <sup>th</sup> year and subsequent years	\$12.50/week

#### ARTICLE XIV - PENSION

The Hunterdon County ESC is chartered by the State Board of Education. As such, it is a member of the State's Pension & Benefits System. Pension & Life Insurance benefit deductions & payments are set by the State for both the Employer and employee.

Employees can go to: [www.state.nj.us/treasury/pensions](http://www.state.nj.us/treasury/pensions) to obtain complete information.

#### ARTICLE XV - HOURS AVAILABLE

The HCESC agrees to guarantee a minimum of five (5) hours daily regardless of the actual amount of time an employee spends on his or her runs, and a minimum of three (3) hours for routes identified as single runs. Employees will be paid for all hours worked above the minimum stated above.

The HCESC shall have the right to assign the employees in order to fill their daily minimum. Employees must be available to work during their minimum hour assignment.

#### ARTICLE XVI - SENIORITY

##### A. SENIORITY - GENERAL

1. Seniority in this Agreement shall be based on the Morristown Terminal. Seniority shall be determined by the employee's date of employment at the Morristown Terminal. Employment terms shall be confirmed by annual contract.

2. Seniority will be broken and an employee shall lose his/her seniority ranking only for the following reasons:

1. Resignation;
2. Retirement;
3. Discharge for just cause;
4. Layoff in excess of one (1) year;
5. Failure to return to work within fourteen (14) working days after notice to return from layoff has been sent by certified mail or telegram to their last address of record;
6. Failure to return to work upon expiration of a leave of absence;  
and

A seniority list will be prepared for drivers and monitors and kept posted on the bulletin boards. The employees within each job classification will be listed from the most senior to the least senior. The principle of job seniority shall prevail in all cases of layoff and rehire. The Employer will update the list monthly and supply electronic copies to the Union whenever there is a change to the list.

#### **ARTICLE XVII - WORK BY NON-BARGAINING UNIT EMPLOYEES**

During the term of this Agreement persons from outside the bargaining unit shall not be permitted to perform work customarily performed by the employees covered by this Agreement except in the following situations:

- (a) In case of emergency.
- (b) In instruction or training.
- (c) When a qualified regular employee within the unit is not available.

## **ARTICLE XVIII - MISCELLANEOUS**

A. The parties agree that all negotiable items have been discussed during the negotiations leading to the Agreement, and therefore agree that negotiations will not be reopened on any item, unless both parties mutually agree in writing.

B. HCESC will supply the Union updates to policies and procedures as they are issued during the life of this contract.

C. Persons hired with the proper CDL license will be hired at the Driver start rate. A new hire requires 10 hours of training which during this time will be paid at the training rate. Upon successful completion of the training period, the employee will be brought up to the driver start rate.

An applicant that does not have a CDL license will not be paid and will be offered training through HCESC at the individual's expense. Upon successful completion, candidate will be considered for hire at the starting driver's rate.

All new employees must undergo required background checks and hiring process at their own expense.

D. Retroactive pay from July 1, 2009 will be paid within 30 days from Board approval.

E. When a run has a vacancy, a member will have the opportunity to bid on the open run. The run will then be assigned to the most senior qualified driver. Run postings will be posted for 5 business days to allow drivers to view and posting on it. Yearly run assignments for the regular school calendar will be bid on at the yearly organization meeting prior to the start of the school year.

## ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect until June 30, 2013 and from year to year thereafter, unless written notice of termination shall be given to either party by the other at least sixty (60) days prior to the expiration date, or any annual renewal date thereafter.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

HUNTERDON COUNTY EDUCATION  
SERVICES COMMISSIONENGINEERS,

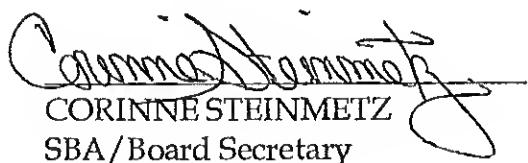


CHARLES MILLER  
President

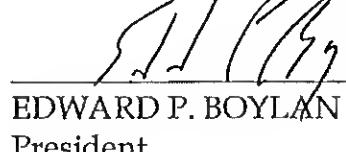
INTERNATIONAL UNION OF OPERATING  
LOCAL 68-68A-68B, AFL-CIO



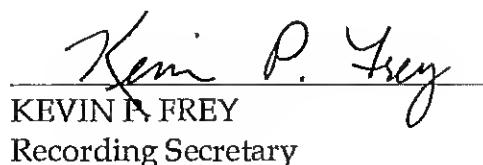
THOMAS P. GIBLIN  
Business Manager



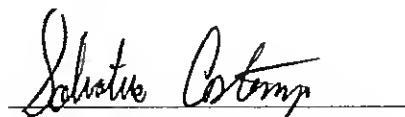
CORINNE STEINMETZ  
SBA/Board Secretary



EDWARD P. BOYLAN  
President



KEVIN P. FREY  
Recording Secretary



SALVATORE COSTANZA  
Business Representative